



USAID
FROM THE AMERICAN PEOPLE

Simplified Agreement Format Template

A Mandatory Reference for ADS Chapter 308

New Edition Date: 08/24/2018
Responsible Office: GC/A&A and PPL/DC
File Name: 308maj_082418

Mr./Ms. _____

XYZ Organization _____

SUBJECT: Agreement No.

Dear Mr/Ms. _____:

In response to your request for assistance dated _____, I am pleased to enter into with the XYZ Organization this agreement in the amount not to exceed \$ _____ as a contribution to your program to

_____ during the period __ to __. We understand that the XYZ Organization will contribute goods and services valued at approximately \$ _____ to the program. USAID is authorized to provide this contribution pursuant to its "other transaction authority under the Foreign Assistance Act, as amended.

Funds provided under this agreement may be utilized to reimburse your organization for actual incurred costs of _____ required to complete the program. Requests for reimbursement shall be made to the Controller, _____.

By accepting this agreement the XYZ Organization agrees to:

1. Document that reasonable steps were taken to ensure that all purchases charged to the agreement are at reasonable prices and from responsible sources;
2. Maintain complete records of all costs charged to the agreement for a period of three years after the expiration of the agreement and make such records available to USAID or its representatives for review at any time;
3. Not purchase any goods or services, except as authorized pursuant to [22 CFR 228](#) or [ADS 310, Source and Nationality Requirements for Procurement of Commodities and Services Financed by USAID](#), or any applicable waivers, and the recipient will not purchase any single item that has a useful life over one year and a cost of \$5,000 or more;
4. Enter into any discussions and comply with any agreed-upon standard provisions that USAID deems to be necessary in the implementation of this agreement. Any applicable standard provisions will be included into the agreement on a case-by-case basis by the Agreement Officer in consultation with the GC or cognizant RLO prior to the execution of this agreement;
5. At USAID request, refund to USAID any funds received from USAID that represent reimbursement for any costs determined by USAID not to meet the terms and conditions of this agreement; and
6. USAID does not assume liability for any third party claims for damages arising out of this agreement. USAID may terminate this agreement upon 30 days written notice.

Please sign the original and each copy of this letter to acknowledge your receipt of this agreement and return the original to the Agreement Officer.

Sincerely yours,

Agreement Officer
ACKNOWLEDGED:
XYZ Organization

By: _____

Title _____

Date: _____

Accounting Data:

PIO/T No

Appropriation No.

BPCC:

Obligation No.

308maj_031820

